

USE OF WPA CHANNELS

“Applicant” herewith applies to Wilbraham Public Access (a Department of the Town of Wilbraham) for use of the public access channels on the following terms and conditions:

- Applicant will not cablecast any commercial advertising intended to promote the use of goods or services, or for any information/promotion of a lottery, or for any direct solicitation of funds.
- Applicant will not cablecast any material which constitutes libel, slander, pornography, obscenity or invasion of privacy or public rights.
- Applicant will not cablecast any use of trademark or copyright, which might violate local, state or federal law.
- Applicant agrees to make all necessary appropriate arrangements with, and to obtain all clearances from broadcast stations, networks, sponsors, without limitation of the foregoing, any and all persons as may be necessary to transmit its program material over the Wilbraham community access channels.
- In recognition of the fact that Wilbraham Public Access has no control over the content of the applicant’s public access cablecast, applicant agrees to indemnify and hold Wilbraham Public Access, The Town of Wilbraham, and Charter Communications harmless from any and all liability or other injury (including reasonable costs of the defending claims or litigations) arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy or infringement of common or statutory copyright; for unauthorized use of trade-mark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by company; and for any other injury or damage in law or equity which claims result from the applicant’s use of the Charter Communications and Wilbraham Public Access designated public access channel(s).
- Applicant understands that programs made using the Wilbraham Public Access staff and/or facilities must be cablecast on Wilbraham Public Access before duplicates can be made or distributed to other media outlets.
- Applicant understands that Wilbraham Public Access reserves the right to cancel the cablecast of any program at any time for any reason.
- Applicant states that s/he has read Wilbraham Public Access “Rules and Procedures” governing use of cable public access channels and agrees to abide by the terms and conditions therein.

EQUIPMENT (Hardware & Software) USAGE

In using equipment (hardware & software) provided by Wilbraham Public Access and or Charter Communications administered by Wilbraham Public Access for community programming by Wilbraham Public Access, the equipment user agrees to accept the following conditions:

- Equipment must be used according to procedures described in the “Rules & Procedures Manual”, copies of which are available at Wilbraham Public Access. It is the responsibility of the user to be aware of any amendments.
- The user must not allow non-certified personnel to operate equipment. Wilbraham Public Access will certify persons who fulfill eligibility requirements for equipment.
- The user must take reasonable precautions to protect equipment and accessories from theft, accident, or other loss or damage.
- The user must pick up and return equipment to Wilbraham Public Access at the prearranged time.
- The user is responsible for the proper use of equipment by others working under his/her direction.
- The user is financially responsible, up to the full deductible sum under the terms of the Town of Wilbraham’s current insurance policy, for repair or replacement of equipment lost or damaged while in her/his care and use.

EQUIPMENT LIABILITIES

By violating these conditions, the user might incur the following liabilities:

- Loss of hardware utilization privileges.
- Suspension or forfeiture of W.P.A. membership. (There will be no membership fee reimbursement).
- Assessments for repair or replacement of equipment as a result of damage or loss due to misuse, theft, abuse or negligence on the part of the user, up to the full deductible sum under the terms of The Town of Wilbraham’s current insurance policy. In such a case, the user is aware of W.P.A. and Charter Communications’ right to place liens on the user’s property or financial holdings as necessary to obtain compensation for losses.

I fully understand and accept the conditions described above. This agreement is valid only for the term of membership.

Signature (Required)

Parent/Legal Guardian (If under 18 years of age)

Please complete the reverse side of this form.

Applicant Name (Please type or print clearly.)

Name of Organization (If applicable)

Address

City

State

Zip Code

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Home Telephone #

Work Telephone #

W.P.A. Representative (Print Name)

W.P.A. Representative (Signature)

Paid Date

Paid Amount

Expiration (1 Year from paid date.)

Membership Type (Check only one)

- ◆ Individual - \$15____
- ◆ Family (to receive training for up to 4 family members - \$30____
- ◆ Individual Under 18 or Over 65 - \$10____
- ◆ Interns (College – for Credit) - \$10____
- ◆ Interns (High School) – Fee waived____
- ◆ Interns (Independent) - \$15____
- ◆ Wilbraham Town Employees – Fee waived____
- ◆ Wilbraham/Hampden Regional School District Employees – Fee Waived____
- ◆ Organizational (Non-Profit) - \$40 (to receive training for up to 3 representatives)____
- ◆ Organizational (For Profit) - \$60 (to receive training for up to 3 representatives)____
- ◆ *Special Student Fee - \$10____

Fee waivers for financial hardship will be considered on an individual basis.

All membership fees are non-refundable